

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

DARNELL BEY,)	
)	
Plaintiff,)	
)	
vs.)	Case No. 4:25-cv-00351-MTS
)	
BMW FINANCIAL SERVICES,)	
)	
Defendant.)	


MEMORANDUM AND ORDER

Pro se Plaintiff Darnell Bey’s case is before the Court on Defendant BMW Financial Services NA, LLC’s Motion to Dismiss. Doc. [3]; *see also* Fed. R. Civ. P. 12(b)(6). Because even a liberal construction of the Complaint reveals that Plaintiff failed to state a claim upon which relief can be granted, the Court will grant Defendant’s Motion and dismiss this action. *See Solomon v. Petray*, 795 F.3d 777, 787 (8th Cir. 2015) (providing that pro se pleadings “are to be given liberal construction”); *Stone v. Harry*, 364 F.3d 912, 914 (8th Cir. 2004) (quoting *Dunn v. White*, 880 F.2d 1188, 1197 (10th Cir. 1989) (explaining that even for a pro se plaintiff, the court “will not supply additional facts” nor “construct a legal theory for plaintiff that assumes facts that have not been pleaded”)); *Lustgraaf v. Behrens*, 619 F.3d 867, 872–73 (8th Cir. 2010) (discussing the motion to dismiss for failure to state a claim standard).

Accordingly,

IT IS HEREBY ORDERED that Defendant BMW Financial Services NA, LLC's Motion to Dismiss, Doc. [3], is **GRANTED**. An Order of Dismissal will be entered herewith dismissing this action.

Dated this 23rd day of July 2025.



MATTHEW T. SCHELP
UNITED STATES DISTRICT JUDGE